



July 17, 2015

RE: Request for Proposal No. 15-12-10 for Fitness Trail Equipment

To Whom It May Concern:

The City of Roanoke is seeking new outdoor fitness trail equipment. Sealed proposals are solicited to procure fitness equipment, by issuance of a purchase order, subject to the attached terms and conditions, with a qualified Offeror to provide new outdoor fitness trail equipment. There is no guarantee of any minimum amount of items that may be requested by the City, and no items may be requested, all in the sole discretion of the City.

Specifically, the City of Roanoke is seeking to install new outdoor fitness trail equipment for the Lick Run Greenway Trail at Booker T. Washington Park. The equipment will promote the healthy lifestyle and well-being of individuals using the Lick Run Greenway Trail at Booker T. Washington Park, herein after referred to as "Greenway".

Services/Deliverables:

The City of Roanoke is requesting proposals from qualified Offerors to provide new outdoor fitness trail equipment for the Greenway at Booker T. Washington Park.

The following is a list of equipment that the Offeror may be required to provide the City. **The City reserves the right to add or delete items in its sole discretion.**

1. Cardio Walker;
2. Elliptical Trainer;
3. Seated Chest Press;
4. Upright Leg Press;
5. Hanging Leg Raise (also known as Captain's Chair);
6. Push-Up Station with Support Poles;
7. Vertical Pull-Up Stations with Support Poles; and/or
8. Horizontal Pull-Up Station with Support Poles and Seat.

All equipment should allow the user to experience a full range of motion around the joint(s) being worked. Artificial resistance of the equipment is not necessary.

Delivery shall be made within forty five (45) days of issuance of a purchase order.

Specifications:

A. Installation:

The City will be responsible for the installation of equipment. The Successful Offeror should provide any and all mounting plates, hardware, and any specialty anchors including installation details and instructions to the City for the equipment to be flush mounted to a concrete slab.

B. Manufacturer Certifications:

1. International Organization for Standardization (ISO) 9001:2008 certification preferred.
2. Each piece of trail fitness equipment should be International Play Equipment Manufacturers Association (IPEMA) certified.
3. Each piece of trail fitness equipment should meet or exceed American Society for Testing Materials (ASTM) F1487-07a1.
4. All equipment shall conform to the Consumer Product Safety Commission (CPSC) regulations for outdoor park amenities.

C. Hardware:

All hardware should be corrosion resistant stainless steel.

D. Finishes and Colors:

All equipment should have smooth maintenance friendly finishes. Metal equipment should be glass blasted or electrostatically powder coated, free from sharp edges. The City reserves the right to choose the equipment color after selection of Successful Offeror.

E. Hand and Foot Holds:

Hand and foot holds should have anti-slip coatings with a strong tensile strength.

F. User Instructions:

Successful Offeror should include user instructions for each piece of fitness equipment. Instructions should be physically located on the equipment.

G. Maintenance Manual:

All equipment should come with its own maintenance manual.

H. Warranties:

1. Successful Offeror should include a minimum 15 year warranty against failure due to manufacturing defects, and corrosion breakthrough on pipes, welds, and foundations.
2. Successful Offeror should include a Lifetime Warranty on Hardware.

I. Appearance:

Equipment should be aesthetically pleasing and integrate well with the existing surrounding area of the Greenway.

Proposals should include a non-binding fee proposal form for the items requested (Attachment A). Unit Price shall include all materials, hardware, warranties, shipping and handling charges, delivery costs, overhead, and profit.

Enclosed with the RFP are the Terms and Conditions of any resulting Purchase Order (Attachment B). The Successful Offeror will be required to provide the items in accordance with the terms and conditions set forth herein, subject to any changes that may be authorized by mutual agreement of the parties.

Also included with the RFP are the Insurance Requirements of the Successful Offeror (Attachment C). The Successful Offeror will be required to comply with all insurance requirements set forth herein.

Attachment D is the City of Roanoke's Cards Payable Application. The electronic Card Payables program was implemented to streamline our accounts payable process. This program allows the City to use MasterCard Virtual Card Numbers (VCNs) from a well-known banking institution to reduce costs, paperwork and time associated with our current invoice and check payment process. Offeror is not required to enroll in the City's Cards Payable Program.

All responses to this request for proposal shall be submitted on or before 2:00 p.m. on August 7, 2015 to the address listed below:

City of Roanoke
Noel C. Taylor Municipal Building
Purchasing Division, Room 202
215 Church Ave. S.W., Roanoke, VA 24011
Ref: RFP # 15-12-10 Fitness Trail Equipment
Attn: Scott Arbogast, Buyer

Your Proposal, one (1) original and three (4) copies, appropriately marked and signed by an authorized representative of your firm, must be submitted in a sealed envelope or package. The notation "Fitness Trail Equipment", RFP # 15-12-10 and the opening time and date must be clearly marked on the front of that sealed envelope or package. Proposals received after the specified date and time will not be accepted. The City reserves the right to reject or cancel any or all proposals, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below.

1. The background, education, and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.

2. Reasonable/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with selected Offeror.
3. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
4. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with City's contract.
5. The Offeror's ability, capacity and skill to fully and satisfactorily provide the items required in this RFP.
6. The quality of Offeror's performance in comparable and/or similar projects.
7. Whether the Offeror can provide the items in a prompt and timely fashion.

Proposal evaluation and award will be accomplished in accordance with this Request for Proposal and Sections 23.2-1, et. seq. of the Code of the City of Roanoke, Virginia. General and/or technical questions regarding the Scope of Services and/or items required or procurement questions under this RFP may be directed to Scott Arbogast, Buyer, at (540) 853-1574 or emailed to scott.arbogast@roanokeva.gov

Sincerely,

Scott Arbogast
Buyer
Purchasing Division

**ATTACHMENT A
TO RFP# 15-12-10
FITNESS TRAIL EQUIPMENT**

NON-BINDING FEE PROPOSAL FORM

ITEM	UNIT OF MEASURE	UNIT PRICE
Cardio Walker	EA	\$ _____
Elliptical Trainer	EA	\$ _____
Seated Chess Press	EA	\$ _____
Upright Leg Press	EA	\$ _____
Hanging Leg Raise (Captain's Chair)	EA	\$ _____
Push-Up Station with Support Poles	EA	\$ _____
Vertical Pull-Up Station with Support Poles	EA	\$ _____
Horizontal Pull-Up Station with Support Poles and Seat	EA	\$ _____

Delivery:_____

**THE CITY RESERVES THE RIGHT TO ADD OR DELETE ITEMS IN ITS SOLE
DISCRETION**

**UNIT PRICE SHALL INCLUDE ALL MATERIALS, HARDWARE, WARRANTIES,
SHIPPING AND HANDLING CHARGES, DELIVERY COSTS, OVERHEAD, AND
PROFIT**

**ATTACHMENT B
TO RFP# 15-12-10
FITNESS TRAIL EQUIPMENT**

PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions.

City – City of Roanoke, Virginia (sometimes also referred to as Buyer).

Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order or Order or Service Contract – The Purchase Order, Service Contract or other document (which can include an electronic document) issued by the City to obtain the items identified in such document.

Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

2. Invoicing.

All invoices shall be sent to:

City of Roanoke
Parks and Recreation
215 Church Avenue SW, Room 303
Roanoke, VA 24011

3. Termination for Default and Convenience.

- A.** If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor services, work, or materials, the City may, by written notice to Vendor, terminate this Purchase Order, in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for all damages to the City resulting from Vendor's default. The City further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, the City may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.
- B.** The City may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the City

except for payment for completed items delivered or services rendered to and accepted by the City.

- C. The City may exercise the City's right of setoff as to any amounts the City may owe the Vendor. City may require Vendor to transfer title and deliver to the City any or all items produced or procured by Vendor for performance of the work terminated.

4. Changes By Vendor.

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of the City.

5. Changes By City.

At any time the City may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part of the work required by this Purchase Order, the City and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to the City of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. The City may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. Payment.

The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the City of such items shall be borne by Vendor. The City will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.

7. Sales Tax Exemption.

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

8. Free on Board (F.O.B.), Risk of Loss, and Title.

All prices are to be quoted F.O.B. Destination. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and accepted by the City. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City at the designated destination

9. Inspection.

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Purchase Order. If all or some of the items delivered to the City do not fully conform with the provisions hereof, the City shall have the right to reject and return such nonconforming items.

10. Insurance.

Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order.

11. Warranty.

Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any items, work,

material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Purchase Order.

12. Independent Contractor.

The relationship between Vendor and the City is a contractual relationship. Vendor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

13. Nondiscrimination.

Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.

14. Drug-Free Workplace.

Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.

15. Faith-Based Organizations.

Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

16. Assignment.

Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.

17. Successors and Assigns.

The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

18. Indemnification.

Vendor agrees to indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Purchase Order.

19. Governing Law and Forum Selection.

By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

20. Acceptance – Entire Agreement - Modification.

Acceptance of this Purchase Order shall be limited to the terms and conditions, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Contractor contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. City rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of City's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon City unless signed by an authorized representative of City's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.

**ATTACHMENT C
TO RFP# 15-12-10**

INSURANCE REQUIREMENTS

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The City of Roanoke shall also be named as the Certificate Holder.

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

(1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit

(2) Automobile Liability: \$1,000,000.00 combined single limit.

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

(4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

(5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights

of subrogation against the City and its officers, employees, agents, assigns, and volunteers.

- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.
- (7) Should any required insurance coverage be canceled or materially altered before the expiration term of the contract, it is the responsibility of the contractor to notify the City of such within thirty (30) days of the effective date of the change.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

END

**ATTACHMENT D
TO RFP# 15-12-10**

CARDS PAYABLE APPLICATION

The City of Roanoke has a responsibility to its citizens, business owners, large and small, and the community to be good stewards of its financial resources. Every day the City strives to accomplish our mission by making changes in our process and procedures, we know every penny counts. The electronic Card Payables program was implemented to streamline our accounts payable process. This program allows the City to use MasterCard Virtual Card Numbers (VCNs) from a well-known banking institution to reduce costs, paperwork and time associated with our current invoice and check payment process.

The VCN will be issued by the City upon invoice approval and delivered via secure email from the Bank to the designated individual within your company. Instructions will be provided on how to retrieve your VCN and all required invoice level detail. The virtual card number can then be processed through your normal POS terminal. If you agree to this payment arrangement your company will need to ensure the Bank's email address is allowed through your organization's security firewall.

By accepting the Bank's Card Payables VCN as a form of payment, your company can also take advantage of the following Purchasing Card benefits:

- **Improved cash flow** - you can receive payment in 48 – 72 hours from invoice approval, positively affecting your account receivables
- **Reduced credit and collection expenses** – reduce your administrative costs spent on collections and tracking down late payments
- **Enhanced competitive position** – gives you a tangible competitive advantage in attracting and retaining customers, including the City of Roanoke
- **Rate Improvement** – potential eligibility for favorable Bank discount rates

Please complete page 2 of this attachment and return it along with your bid form to ensure the City's vendor records are updated. *Acceptance of this method of payment will have no bearing on the evaluation or award of this solicitation.*

A confirmation email with additional information and instructions will be sent from accounts.payable@roanoke.gov.

The City is committed to this initiative and welcomes your support as a vendor. The program should prove beneficial to both of our organizations and we appreciate your cooperation.

Please complete the following information and return it along with your bid form.

- I agree to accept Purchasing Cards or Card Payables VCNs as a form of payment from the City of Roanoke
Yes ☐ No ☐
- I am a current MasterCard merchant acceptor.
Yes ☐ No ☐
- I would like to be contacted to become a MasterCard acceptor or to discuss my current merchant processing arrangement:
Yes ☐ No ☐

Company Name: _____

TIN _____

Contact Name: _____

Address: _____

City, State, ZIP _____

Email Address: _____

Fax Number: _____

Phone Number: _____

Signed: _____

Title: _____

Date: _____

-----For office use only-----

Vendor # _____ Email verification sent _____ Entered/by Date

Advantage _____

Entered/by Date 5th 3rd Direct _____ Approved AP

Supervisor _____

Approved Accounting _____